

AFFIDAVIT OF JOSEPH BENNETT

STATE OF WEST VIRGINIA,
COUNTY OF HARRISON, TO WIT:

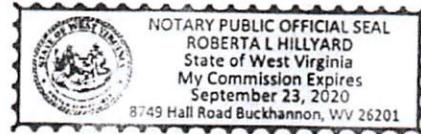
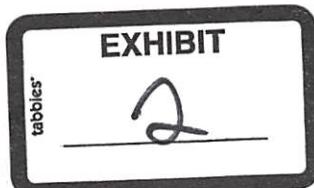
1. I, Joseph Bennett, began employment with Fire & Safety Investigation Consulting Services, LLC in 2013 as a Safety Consultant. I was paid hourly.
2. On July 1, 2014, I was promoted to Supervisor over PADS.
3. In January of 2015, I became Director of Operations.
4. Approximately during the first half of 2014, the company began paying employees a fixed sum for a fixed number of hours worked during a week.
5. In April of 2014, I was changed to a fixed schedule. The fixed sum included compensation for both straight time and overtime at time and a half for all hours work over 40 a given work week.
6. When the compensation was changed to a fixed sum, I was told and understood that overtime was included in my fixed sum per week.
7. I never was aware of any employees that did not know or objected to how they were being compensated.
8. Although I have been here throughout the formation of the company and its pay changes, I was never interviewed by the U.S. Department of Labor.
9. I was never asked how I was paid nor was I asked about any disgruntled employees that were terminated.
10. I make these statements based on personal knowledge and can competently testify to this matter if called upon to do so.


Joseph Bennett

Taken and subscribed before me this 31st day of July, 2017.


NOTARY PUBLIC

My commission expires: 9-23-2020



AFFIDAVIT OF GARRIS BUCKALOO

STATE OF OKLAHOMA,

COUNTY OF CARTER, TO WIT:

1. I worked for Fire & Safety Investigation Consulting Services, LLC ("Fire & Safety"), as an Environmental Site Safety Consultant for approximately ten (10) months, from July of 2014 to March of 2015.
2. My work schedule for Fire & Safety consists of two weeks on and two weeks off. I work 12-hour shifts, for fourteen (14) consecutive days.
3. I was paid on a fixed sum basis with overtime compensation included. I was told that my fixed sum pay was equal to my regular hourly rate plus an overtime premium and found this to be true.
4. I would occasionally work more hours than were scheduled for me at my own discretion. When I would work those extra hours, I was compensated for my time appropriately with an overtime premium.
5. I make these statements based on personal knowledge and can competently testify to this matter if called upon to do so.

Garris Buckaloo
Garris Buckaloo

Taken and subscribed before me this 3rd day of August, 2017.



Jean Gordon
NOTARY PUBLIC

My commission expires: October 16, 2020
#00017291

AFFIDAVIT OF PRICE BUCKALOO

STATE OF OKLAHOMA,

COUNTY OF CARTER, TO WIT:

1. I worked for Fire & Safety Investigation Consulting Services, LLC ("Fire & Safety"), as an Environmental Site Safety Consultant for approximately three (3) months, from January of 2015 to March of 2015.
2. When I was first hired, I was paid on a fixed sum basis with overtime compensation included. I was told that my fixed sum pay was equal to my regular hourly rate plus an overtime premium and found this to be true.
3. While working for Fire & Safety, I worked two weeks on, and two weeks off. I worked 12-hour shifts, for fourteen (14) consecutive days.
4. If I were to work more or less hours than my scheduled shift, it was my understanding that I would be compensated for those hours appropriately.
5. I left Fire & Safety for a similar safety position in the construction industry and my new pay was similar to that of Fire & Safety.
6. I make these statements based on personal knowledge and can competently testify to this matter if called upon to do so.

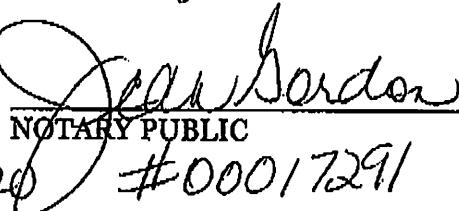


Price Buckaloo

Taken and subscribed before me this 9th day of August, 2017.

My commission expires October 16, 2020





NOTARY PUBLIC

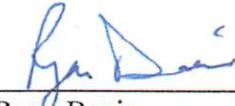
#00017291

AFFIDAVIT OF RYAN DAVIS

STATE OF WEST VIRGINIA,

COUNTY OF Harrison, TO WIT:

1. I have worked for Fire & Safety Investigation Consulting Services, LLC ("Fire & Safety"), as an Environmental Site Safety Consultant for approximately three (3) years and nine (9) months, from November of 2013 to the present. In December of 2014, I became a Supervisor.
2. When I was first hired, I was paid on a fixed sum basis with overtime compensation included. I was told that my fixed sum pay was equal to my regular hourly rate plus an overtime premium and found this to be true.
3. It is generally understood among Fire & Safety employees that overtime compensation is included in the fixed sum arrangement.
4. When I was first hired, my work schedule for Fire & Safety consisted of two weeks on and two weeks off. I work 12-hour shifts, for fourteen (14) consecutive days.
5. In January of 2017, I began receiving an hourly breakdown in my pay. My total compensation with the hourly breakdown is approximately the same as it was under the fix sum arrangement.
6. I make these statements based on personal knowledge and can competently testify to this matter if called upon to do so.



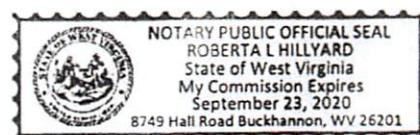
Ryan Davis

Taken and subscribed before me this 31st day of July, 2017.



NOTARY PUBLIC

My commission expires: 9-23-2020



AFFIDAVIT OF JESSE DEMING

STATE OF NORTH CAROLINA,

COUNTY OF CABARRUS, TO WIT:

1. I worked for Fire & Safety Investigation Consulting Services, LLC ("Fire & Safety"), as an Environmental Site Safety Consultant for approximately three (3) years and six (6) months, from January of 2014 to the present.
2. When I was first hired, I was paid on a fixed sum basis with overtime compensation included. I was told that my fixed sum pay was equal to my regular hourly rate plus an overtime premium and found this to be true.
3. My work schedule for Fire & Safety consists of two weeks on and two weeks off. I work 12-hour shifts, for fourteen (14) consecutive days.
4. When I was under the fixed sum arrangement, if I were to work more or less hours than my scheduled shift, I was compensated for those hours appropriately.
5. At the end of 2016, I began receiving paychecks detailing my hourly rate and overtime rate. My pay now is basically the same as what I was receiving under the fixed sum compensation arrangement.
6. I make these statements based on personal knowledge and can competently testify to this matter if called upon to do so.


Jesse Deming

Taken and subscribed before me this 20th day of JUNE, 2017.


NOTARY PUBLIC

My commission expires: Sept 26, 2022

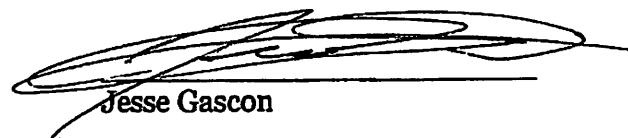


AFFIDAVIT OF JESSE GASCON

STATE OF West Virginia,

COUNTY OF Harrison, TO WIT:

1. I, Jesse Gascon, have been employed as a Safety Consultant at Fire & Safety Investigation Consulting Services, LLC ("Fire & Safety"), from approximately April 2016 through the present.
2. To my knowledge, I have never been contacted by the Department of Labor, Wage & Hour Division, regarding this investigation, nor have I received a letter from the Department of Labor.
3. Throughout the entirety of my employment, I have been an hourly employee.
4. I am paid an hourly rate for each hour I work and am paid time and one-half for all hours worked in excess of 40 hours per week.
5. I make these statements based on personal knowledge and can competently testify to this matter if called upon to do so.



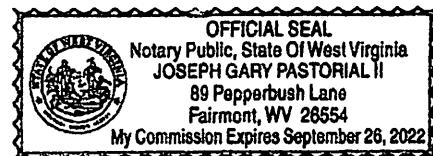
Jesse Gascon

Taken and subscribed before me this 21st day of August, 2017.



Notary Public

My commission expires: Sept 26, 2017



AFFIDAVIT OF MICHAEL HARRIS

STATE OF WEST VIRGINIA,

COUNTY OF Harrison, TO WIT:

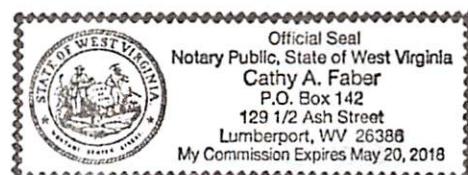
1. I, Michael Harris, was employed at Fire & Safety Investigation Consulting Services, LLC ("Fire & Safety") for approximately four months, from December 2014 through March 2015.
2. I am no longer an employee of Fire & Safety.
3. While working for Fire & Safety, I worked a fixed hitch schedule. My work hours did not vary unless I took time off.
4. While working for Fire & Safety, I received a fixed sum for each hitch worked. This pay structure was explained to me by Fire & Safety. I understood that the fixed sum included pay for all of my regular hours, as well as time-and-one-half pay for all hours worked in a week over 40.
5. I was never contacted by the Department of Labor in any manner regarding Fire & Safety's pay practices.
6. I make these statements based on personal knowledge and can competently testify to this matter if called upon to do so.


Michael Harris

Taken and subscribed before me this 31st day of July, 2017.


NOTARY PUBLIC

My commission expires: May 20, 2018



AFFIDAVIT OF DELMIS KEEN, JR.

STATE OF West Virginia,

COUNTY OF Harrison, TO WIT:

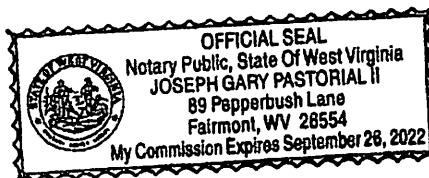
1. I, Delmis Keen, Jr., have been employed at Fire & Safety Investigation Consulting Services, LLC ("Fire & Safety") on two different occasions. First, I worked for Fire & Safety from approximately October 2014 through approximately June 2016. I returned to employment with Fire & Safety in approximately June of 2017 and am currently still employed.
2. I work a 14-day hitch schedule. I work 14 consecutive days and then have 14 consecutive days off. For these hitch schedules, I work 12-hour shifts. I receive a fixed amount of pay for each of these hitches.
3. I understand that the fixed sum I receive for each hitch includes both my straight time and overtime hours.
4. It is my understanding that if I leave in the middle of a hitch, work an extra day, or work less than a full day, my compensation will fluctuate accordingly. If I work less hours than my hitch schedule, I will receive less pay; if I work more hours, I receive more pay.
5. I was never contacted by the Department of Labor, Wage & Hour Division, nor did I receive a letter from them.
6. I make these statements based on personal knowledge and can competently testify to this matter if called upon to do so.


Delmis Keen, Jr.

Taken and subscribed before me this 21st day of August, 2017.


NOTARY PUBLIC

My commission expires: Sept 26, 2024.

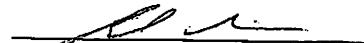


AFFIDAVIT OF BRENDAN MARBLE

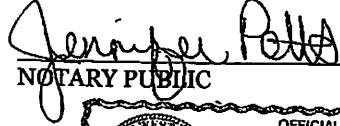
STATE OF WEST VIRGINIA,

COUNTY OF MARION, TO WIT:

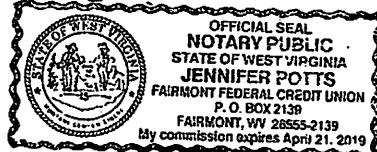
1. I, Brendan Marble, worked for Fire & Safety Investigation Consulting Services, LLC ("Fire & Safety") from approximately October of 2013 through the present. I was employed at the time employee compensation switched from hourly with overtime to a fixed sum with regular hours and overtime compensation included.
2. When I was first hired, I was paid on an hourly basis with overtime compensation. My regular rate of pay was \$18 per hour.
3. In or around February of 2014, my hourly rate was converted to a fixed-sum basis for my regularly scheduled hours with overtime compensation included.
4. When my wages were converted to a fixed sum, I was informed by Fire & Safety's owner Brent Harris of the schedule I would be working and the amount I would be paid for those fixed hours. I understood this to mean that this amount included my previous regular rate plus time and one-half for hours worked in excess of 40 per week. I found this to be true, as I did not earn less than when I was paid hourly with overtime.
5. I welcomed the change in my compensation, because I preferred to have a defined schedule. I found this arrangement to be more beneficial in all respects.
6. I make these statements based on personal knowledge and can competently testify to this matter if called upon to do so.


Brendan Marble

Taken and subscribed before me this 1ST day of AUGUST, 2017.


NOTARY PUBLIC

My commission expires: APRIL 21, 2019

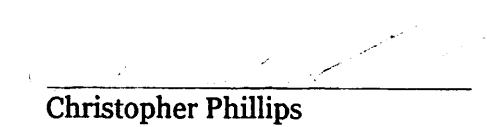


AFFIDAVIT OF CHRISTOPHER PHILLIPS

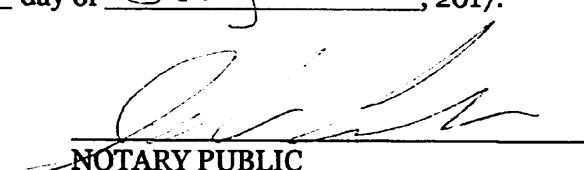
STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, TO WIT:

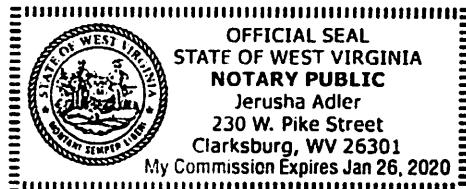
1. I have worked for Fire & Safety Investigation Consulting Services, LLC ("Fire & Safety"), as an Environmental Site Safety Consultant for approximately two (2) years and five (5) months, from June of 2014 to the present. In October of 2015, I became a Supervisor. I left Fire & Safety in July of 2016 and returned in March of 2017.
2. When I was first hired, I was paid on a fixed sum basis with overtime compensation included. I was told that my fixed sum pay was equal to my regular hourly rate plus an overtime premium and found this to be true.
3. It is generally understood among Fire & Safety employees that overtime compensation is included in the fixed sum arrangement.
4. When I was first hired, my work schedule for Fire & Safety consisted of two weeks on and two weeks off. I worked 12-hour shifts, for fourteen (14) consecutive days. This is what I was paid a fix sum for. When I became a Supervisor in October of 2015, I became a salaried employee and received no overtime.
5. I make these statements based on personal knowledge and can competently testify to this matter if called upon to do so.


Christopher Phillips

Taken and subscribed before me this 31 day of July, 2017.


NOTARY PUBLIC

My commission expires: 1/26/20.

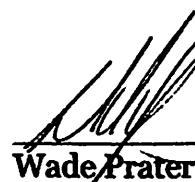


AFFIDAVIT OF WADE PRATER

STATE OF KENTUCKY,

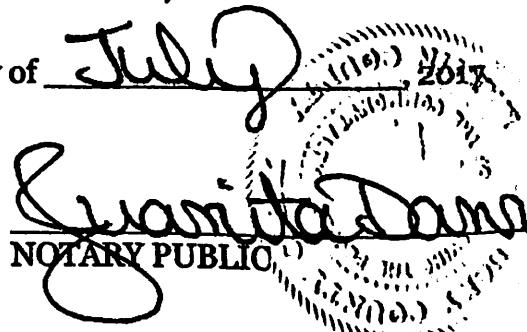
COUNTY OF MARTIN, TO WIT:

1. I have worked for Fire & Safety Investigation Consulting Services, LLC ("Fire & Safety"), as an Environmental Site Safety Consultant for approximately three (3) years and four (4) months, from March of 2014 to the present. In September of 2016, I became a Supervisor.
2. When I was first hired, I was paid on a fixed sum basis with overtime compensation included. I was told that my fixed sum pay was equal to my regular hourly rate plus an overtime premium and found this to be true.
3. When I was first hired, my work schedule for Fire & Safety consisted of two weeks on and two weeks off. I work 12-hour shifts, for fourteen (14) consecutive days.
4. In 2015, I began working one week on and one week off. During this time, I stayed on-site for 24 hours a day, seven days a week.
5. Under the fixed sum arrangement, if I were to work more or less hours than my scheduled shift, I was compensated for those hours appropriately.
6. I make these statements based on personal knowledge and can competently testify to this matter if called upon to do so.



Wade Prater

Taken and subscribed before me this 31st day of July, 2017.



Guarita Dawson
NOTARY PUBLIC

My commission expires: 12-22-18

AFFIDAVIT OF ROYCE STRAUSS

STATE OF West Virginia,

COUNTY OF Harrison, TO WIT:

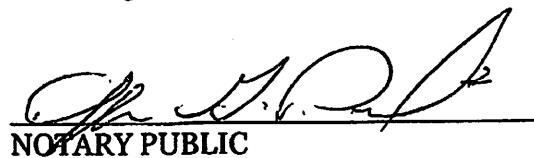
1. I, Royce Strauss, have been employed at Fire & Safety Investigation Consulting Services, LLC ("Fire & Safety") from approximately January 2014, through the present, as a Safety Consultant.
2. I work a fixed hitch schedule of 7 consecutive days on and 7 consecutive days off, with 12 hours per day for each day worked.
3. When I was initially hired, I was paid an hourly rate, and was paid time and one-half for any hours worked in excess of 40 per week.
4. In or around February 2014, my hourly rate was converted to a fixed-sum basis for my regularly scheduled hours, with overtime compensation included in that fixed sum.
5. When I began being paid on a fixed-sum basis, I was told, and I understood and agreed, that the fixed-sum pay included my hourly and overtime earnings.
6. It was my observation that nearly all Fire & Safety employees understood that the fixed-sum they received per hitch included hourly pay for their regular hours and overtime hours worked.
7. In April 2014, I received a reduction in my fixed rate of pay per hitch. It is my understanding that many, if not all, Fire & Safety Employees received a pay cut at or around this time.
8. In or around November 2016, I received a pay raise.
9. In December 2016, my paychecks reflected my hours worked and my rates of pay, and they remained the same.
10. When I worked an additional shift during a pay period, I was properly paid for the extra work.
11. At one point, I received a letter from the Department of Labor Wage & Hour Division asking me to contact them. I contacted them two or three times, but did not receive a return call.

12. I make these statements based on personal knowledge and can competently testify to this matter if called upon to do so.



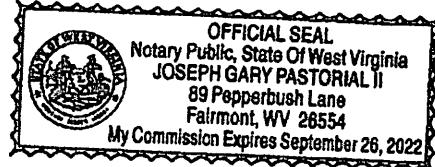
Royce Strauss

Taken and subscribed before me this 21st day of August, 2017.



NOTARY PUBLIC

My commission expires: Sept 26, 2022

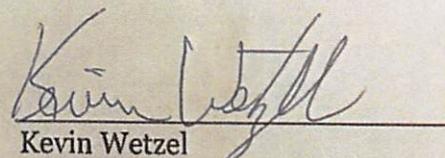


AFFIDAVIT OF KEVIN WETZEL

STATE OF West Virginia,

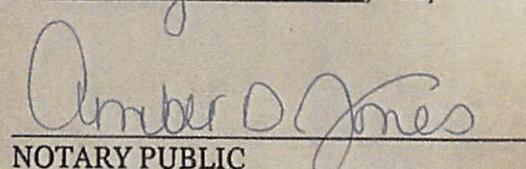
COUNTY OF Harrison, TO WIT:

1. I, Kevin Wetzel, was employed at Fire & Safety Investigation Consulting Services, LLC ("Fire & Safety") from approximately May 2016 through approximately January 2017. I am no longer employed at Fire & Safety.
2. When I was hired, I was told that I would be paid according to a hitch rate. I would work 12-hour days for 14 days straight, followed by 14 consecutive days off. I was told that for this hitch schedule, I would receive a fixed rate of pay that included 40 hours of straight time pay and 44 hours of overtime pay.
3. Beginning in approximately December 2016, my last two or three paychecks showed an hourly breakdown of my fixed rate of pay per hitch.
4. I was not sure at the time why the hourly breakdown began to appear because I was receiving the same rate of pay as before. I thought it was to clarify what my hourly and overtime rates were.
5. At all times while employed at Fire & Safety, I understood that I was being paid by the hour for both my straight time and overtime hours in the fixed hitch rate.
6. I have never been contacted by the Department of Labor Wage & Hour Division regarding this matter, either by letter or by telephone.
7. I make these statements based on personal knowledge and can competently testify to this matter if called upon to do so.



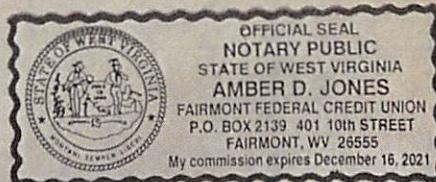
Kevin Wetzel

Taken and subscribed before me this 23rd day of August, 2017.



Amber D. Jones
NOTARY PUBLIC

My commission expires: 12/16/21.

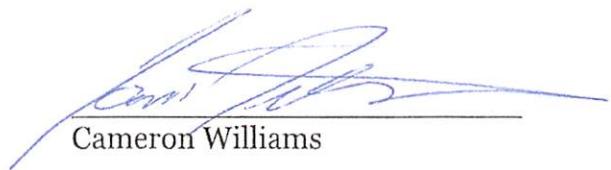


AFFIDAVIT OF CAMERON WILLIAMS

STATE OF TEXAS,

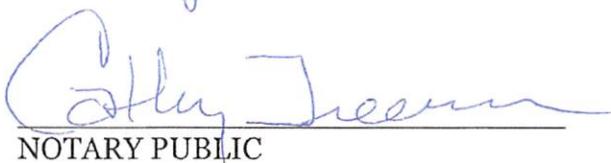
COUNTY OF TARRANT, TO WIT:

1. I, Cameron Williams, was employed at Fire & Safety Investigation Consulting Services, LLC ("Fire & Safety") for approximately nine months, from June or July 2014 through February 2015.
2. While working for Fire & Safety, I worked a hitch schedule, working 12 hours per day for 14 consecutive days, and then having 14 consecutive days off.
3. While working for Fire & Safety, I received a fixed sum for each hitch worked. I understood that compensation for all of my regular hours worked and time-and-one-half for hours worked in excess of 40 per week was included in that fixed sum.
4. I make these statements based on personal knowledge and can competently testify to this matter if called upon to do so.



Cameron Williams

Taken and subscribed before me this 10th day of August, 2017.



CATHY FREEMAN
NOTARY PUBLIC

My commission expires: 2-27-2021

